

FILED

STATE OF NEBRASKA, COUNTY OF WASHINGTON, SS 1158
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 18th DAY OF JULY A.D. 1975
 AT 11:30 O'CLOCK A.M. AND RECORDED IN BOOK
 4 AT PAGE 329-331
 COUNTY CLERK Charlotte Patterson
 CITY Washington

1975 JUL 18 AM 11:20

PROTECTIVE COVENANTS

CHARLOTTE PATTERSON
COUNTY CLERK

The undersigned John O. Patterson and Sharon C. Patterson, husband and wife; and John W. Snider and Carolyn W. Snider, husband and wife; and James C. Keith and Theresa L. Keith, husband and wife, being the owners of Tax Lots Five, Six, Seven, Eight, Nine, Ten and Eleven (5, 6, 7, 8, 9, 10, and 11) in Section Eight (8), and Tax Lots Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, and Twenty-five (19, 20, 21, 22, 23, 24, and 25) in Section Seventeen (17), Township Seventeen (17) North, Range Twelve (12) East of the 6th P.M., Washington County, Nebraska, do hereby declare for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS and RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

1. All lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one half stories in height and other out-buildings incidental to residential use of the plot. One story dwellings will contain not less than 1250 square feet of living area excluding garage. Multi-story and split level dwellings shall contain not less than 1800 square feet of living area excluding garage.

2. No residential building lot shall be resubdivided without express approval of a simple majority of owners of said lots.

3. No noxious or offensive business, trade, or commercial activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of temporary character, tent, shack, barn or other outbuilding shall be used on any tract at any time

as a residence either temporary or permanent, and no structure previously used shall be moved onto any tract.

5. No animals, other than horses, beef animals, fowl, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All such animals will have adequate housing.

6. No trash, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

7. Septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor, or contractor-builder, prior to covering any septic system, to notify the Health Officer that the septic system is ready for his final inspection. No septic tank system may be constructed on one lot which would interfere with a properly planned and constructed well and/or septic tank system on an adjoining lot.

8. No changes in the topography of a lot are permitted which would interfere with proper drainage either on the lot of the owner, or any other lot.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until JANUARY 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the lot owners has been recorded, agreeing to change said covenants in whole or in part.

10. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

